

WACO CSD

Educ. Support Assn.

7/1/2006 6/30/2007

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PUBLIC EMPLOYMENT
RELATIONS BOARD

Master Contract

2006-2007

Between

**WACO EDUCATION
SUPPORT
ASSOCIATION**

And

**WACO
COMMUNITY
SCHOOL DISTRICT**

THE COMPREHENSIVE AGREEMENT
BETWEEN
THE WACO EDUCATIONAL SUPPORT ASSOCIATION
AND
THE WACO COMMUNITY SCHOOL DISTRICT

EFFECTIVE JULY 1, 2006 - JUNE 30, 2007

principal of the building shall be notified of the time and place of all meetings.

WESA shall pay for reasonable expenses of materials and supplies incidental to such use, and damages to equipment due to negligence.

B. COMMUNICATIONS

WESA shall have the right to post notices of activities and matters of concern on employee bulletin boards. WESA may use inter school mail, electronic communication tools, and employee mailboxes for communications to employees.

III. ARTICLE: GRIEVANCE PROCEDURE

A. DEFINITION

A grievance shall mean a claim by an employee, a group of employees, or WESA, that there has been an alleged violation, misinterpretation or misapplication of any specific provisions of the Agreement.

B. GENERAL PROVISIONS

1. Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures.
2. The failure of an employee (or, in the event of an appeal to arbitration, the WESA), to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the employee to proceed to the next step. The time limits, however, may be extended by mutual agreement.
3. It is agreed that any investigation or other handling or procession of any grievance by the employee shall be conducted so as to result in no interference or interruption of work activities of the grieving employee or of the staff.
4. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a part in interest, the times set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of 30 days thereafter.
5. Any aggrieved employee may be represented at all stages of the grievance procedure by oneself, or by a representative selected or approved by the Association. If an employee covered under this Agreement is not

within twenty (20) work days from receipt of the step three answer to enter into such arbitration. The arbitration proceeding shall be conducted by an Arbitrator to be selected by the two parties within ten (10) work days after said notice is given. If the two parties fail to reach agreement on an Arbitrator within ten (10) work days, the Public Employment Relations Board will be requested to provide a list of seven (7) Arbitrators. The parties shall determine by lot which party shall have the right to remove the first name from the list. The parties having the right shall do so within five (5) work days, and the other party shall have five (5) additional work days to remove one the of the remaining names. This alternating procedure shall continue until only one name remains. The person whose name remains shall be the Arbitrator. Expenses for the Arbitrator's services shall be borne equally by the School District and WESA.

The Arbitrator, in a formal opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. The Arbitrator's authority shall be binding and limited to deciding only the issue or issues presented in writing by the School District and the Association. The decision shall be based upon the interpretation of the meaning or application of the express relevant language of the Agreement.

IV. ARTICLE: LEAVES OF ABSENCE

A. ACCUMULATED BENEFITS

All regular full-time employees (working 5 days per week) shall receive fifteen (15) days for sick leave for the first and each succeeding year of employment up to and including one hundred twenty (120) days at the end of any fiscal year (June 30). For all regular part-time employees (working less than 5 days per week) leave will be on a pro rata basis consistent with their hours of employment.

B. SICK LEAVE

All regular employees shall be allowed sick leave days deducted when unable to perform the duties of employment due to personal mental or physical illness, injury or disability, or pregnancy (consistent with worker's compensation law). A doctor's release will be required when returning from an illness or injury and the employee's ability to perform job duties is in question. If the district believes an abuse of sick leave may exist, the district may request a doctor's verification.

Each employee shall receive annual notification no later than September 30 as to the amount of sick leave used the previous year and the amount accumulated according to the records for the coming fiscal year.

C. IMMEDIATE FAMILY ILLNESS

A maximum of five (5) days per year shall be allowed and deducted from the employee's sick

Any employee called for jury duty during work hours or is subpoenaed to appear in any judicial or administrative proceedings during work hours shall be released with pay. However, any remuneration received for such duty shall revert to the district.

G. WESA LEAVE

The Association shall have up to four (4) days per year to be used for Association business and activities. An additional three (3) days of leave will be granted for Association business and activities with the substitute, if needed, to be paid by the Association.

H. UNPAID LEAVE

Unpaid leave for employees must be authorized by the Superintendent. The Superintendent shall have discretion to grant or deny the requested unpaid leave. In making this determination, the Superintendent shall consider the effect of the employee's absence on the education program and school district operations, length of service, previous record of absence, the reason for the requested absence and other factors relevant to making this determination.

If unpaid leave is granted, the duration of the leave period shall be coordinated with the scheduling of education program whenever possible to minimize the disruption of the education program and school district operation.

I. ADMINISTRATIVE LEAVE

The Superintendent of Schools has the authority to put an employee on administrative leave for conduct that violates Iowa Code. This action will be subject to due process rights granted under federal law.

V. ARTICLE: EMPLOYEE EVALUATION

1. All probationary employees shall be evaluated at least twice during the first year of employment by the employee's immediate supervisor.
2. The immediate supervisor shall provide each employee with the evaluation procedure to be followed and instruments to be used. No formal evaluation shall take place until such orientation has been given.
3. The immediate supervisor shall base the evaluation on general observance of the employee's on the job performance.
4. There shall be at least one formal written evaluation of each non-probationary employee every three years.

In determination of request for voluntary transfer, the wishes of the employee shall be honored to the extent that the transfer is deemed by the employer to be in the best interest of the school system. If more than one employee applies for the same position resulting in the transfer, the final determination shall be based on the requirements of the position, previous experience, and years of experience in the WACO system.

B. INVOLUNTARY TRANSFERS

1. If, in the judgment of the employer, it is necessary for the employer to initiate a transfer and there is no suitable volunteer available, the superintendent shall inform the employee, in writing, of the reasons for the transfer.
2. Employer initiated transfers of an employee shall not be effective until a personal conference has been held between the Superintendent and the employee.

VII. ARTICLE: SENIORITY

For purposes of this Agreement, employees shall be considered probationary during the first twelve (12) months following the date the employee signed the initial contract.

Seniority shall be within classifications and computed from the date the employee signed the initial individual contract in that classification. Employees who transfer from one classification to another shall retain the seniority earned in that classification for a period of five years. Employees who work more than half time shall receive full seniority. Employees who work half time or less shall receive prorated seniority. If two (2) or more employees signed their initial individual contract on the same date, the relative order of seniority for purposes of this Agreement, shall be determined by drawing lots at the time of hiring.

The WESA shall receive a seniority list by September 15th of each year. If a question of correctness is raised by WESA by October 1, the WESA representative and the Superintendent shall meet to develop a corrected list. If there are no changes made by October 1, the list shall be considered final.

VIII. ARTICLE: STAFF REDUCTION

A. NOTIFICATION

If the Board is contemplating the staff reduction of any classified positions, it shall notify the employee(s) to be terminated at least 30 days prior to the date at which the reduction is to be effective.

B. DIVISION OF STAFF

IX. ARTICLE: HEALTH PROVISIONS

- A. Each new employee, after an offer of employment is made and before the beginning of service, shall submit certification of fitness to perform the tasks assigned which shall be in the form of a written report of physical examination. Bus Drivers shall submit the required physical examination every other year as required by the State of Iowa.
- B. The District shall pay the expense of the physical to the clinic designated by the District. Should the employee desire to use their own personal doctor, the form provided by the District must be used; the District will pay only the amount equal to the fee charged by the school designated clinic or the out of pocket expense not covered by health insurance, whichever is less.
- C. Bus Drivers shall submit the required physical form by August 1 of the year due. A physical taken after May 1 shall be applicable for the following school year.

X. ARTICLE: SAFETY PROVISIONS

Employees shall not be required to work under what is found to be unsafe or hazardous conditions or to perform tasks which are found to endanger their health and/or safety. It is the responsibility of the employee to call attention of such conditions to the immediate supervisor and Superintendent, in writing, who in turn shall cause such unsafe or hazardous conditions to be corrected.

Employees will be supplied with protective equipment to prevent injury as needed. When an employee is assigned to remove asbestos, the employee shall be compensated at one and a half times the regular hourly rate.

XI. ARTICLE: METHOD OF PAYMENT

- 1. Pay Period -- Each employee shall be paid in 24 installments on the 10th and 25th of each month. Employees shall receive their checks at their regular building and on regular workdays or by electronic deposit. A payment schedule showing dates of pay periods and due dates for submission of time cards shall be distributed by the business manager. Payment for overtime hours and deductions for hours not worked shall be reflected on the next pay date in accordance with the schedule of pay periods.
- In the event of a weather related school delay or early dismissal, employees shall have the option to work the hours missed during that same week. The schedule for such make-up work shall be approved by the employee's immediate supervisor. However, if the employee

If, in Sections A, B, and C, any change in carrier is contemplated by the Board, WESA shall be provided a copy of the proposed plan or policy in its entirety, not less than 60 days before any proposed change. If any differences in the plan or policy, including, but not limited to coverage, benefits, administration, or confidentiality, are found, then no change shall be made without the written consent of WESA. Any disputes over the existence of differences shall be resolved through the grievance process, beginning at the fourth step, within fifteen (15) work days after receipt of the proposed plan or policy.

- E. The Board shall select and provide \$10,000.00 Term Life Insurance Policy for each full time employee.
- F. The Board shall select and provide Long-Term Disability Insurance coverage to each employee if eligible under the plan.
- G. Each employee shall be covered by Worker's Compensation which shall act independently of sick leave benefits as is consistent with the law.
- H. All employees shall be covered by a school financed liability insurance covering job-related performance of duty.

XIII. ARTICLE: PAID HOLIDAYS

Each twelve (12) month employee shall receive seven (7) paid holidays per year: New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. (Providing that the employee works the day immediately following the holiday.) Twelve (12) month employees will also receive one-half day of paid holiday on Christmas Eve and New Year's Eve.

All nine (9) month employees shall receive at least four (4) paid holidays per year: New Years Day, Thanksgiving Day, Christmas Day, Labor Day and/or Memorial Day. Any employee required to work on these days shall be paid at the overtime rate (time and a half).

XIV. ARTICLE: VACATIONS

The vacations for twelve-month employees shall be as follows:

Years of Employment	Number of Vacation Days
1 to 5 years	10 days
6 to 15 years	One additional day per year of employment, 20 days maximum

Employees shall schedule vacation time during the summer months when the regular school

C. BUS DRIVER COMPENSATION 2006-2007

Regular drivers:

1. Base pay \$51.00 per day plus \$.25 per day for each year of continuous driving in the WACO Community School District to a maximum of 24 years plus \$.15 per mile per day for each mile over 40 per day.
2. Mileage for each bus route shall be computed as the shortest driving distance between the school, the assigned student's home and returning to school and shall remain the same for each succeeding month except when there is an increase or decrease of at least 2 miles per trip.
3. Drivers shall be paid \$8.77 per hour with a one-hour minimum for attendance at mandatory training sessions at SECC and local in-service training sessions. Payment will be made for contact time only, not travel time. Travel to training sessions at SECC shall be provided by the district.
4. Drivers shall be paid at the rate of \$8.77 per hour with a one-hour minimum when selected on the random sampling for drug and alcohol testing and when assisting with official school bus inspections.
5. Activity trips shall be \$8.77 per hour with a two-hour minimum. A daily activity route shall be defined as the pre-school route and/or junior high activity route and shall be paid at \$20.75 per trip for the first two hours. Contracted drivers will be given first priority for activity trips and if two contracted drivers request the same trip, seniority will be the determining factor.
6. If an activity trip takes a driver away from his or her regular route, the driver will be paid the regular route pay for the first 45 minutes. For any time after that, the driver will be paid at the hourly rate.
7. \$8.77 per month shall be paid at the end of the year to each regular driver for each month he/she has driven through the year without an absence except for assigned driving such as field trips or other school sponsored activities.
8. In the event of a weather related school cancellation or delay the district will make every attempt to notify a designated driver no later than 6:30 a.m. who will then notify the other drivers.
9. \$1.75 per day shall be paid for placing the stop sign on Hwy 78 and carrying the Inter-school mail.
10. Bus Coordinator shall receive \$8.77 per hour for the actual time spent.
11. There will be a bonus \$200 for new drivers at the end of one full year of service (anniversary date of hire) as compensation to new drivers for the time it takes to attend classes at SECC to get their bus driver certification.
12. The district will reimburse new drivers for the cost of the necessary license(s) to perform their assigned tasks at the end of six months of service (calculated from the date of hire).

Special Education – Special Trips drivers:

1. Special ed trips to Mt Pleasant shall be \$20.00 per trip.
2. Special ed trips to Washington shall be \$10.00 per trip.

assignment for payroll shall be made to the Board or Board Secretary by the 19th of the first month in which the deduction is to be made. No authorization shall be accepted after December 10th. Authorization must be made on form Schedule C. Withholding for nine month employees without summer checks will be during October through June.

C. REGULAR DEDUCTION

Pursuant to deduction assignment authorization, the Board shall deduct in equal installments the total professional membership dues (as noted in Item B) from the regular salary pay check of the employee each month, ending in June of each year.

It shall be the responsibility of WESA to inform its members of the dues deduction system in use.

D. TERMINATION

Any employee who terminates prior to June shall provide verification to the Board from WESA that dues obligations are settled.

E. TRANSMISSION OF DUES

The Board shall transmit to WESA, as soon as possible, the total monthly dues deduction.

F. DURATION

Such authorization to deduct shall continue in effect from year to year unless revoked by thirty (30) days written notice to the Board and to WESA. A list containing the names of those members on continuing dues deduction will be supplied by WESA.

XVII. ARTICLE COMPLIANCE AND DURATION

A. COMPLIANCE BETWEEN INDIVIDUAL CONTRACTS AND COMPREHENSIVE AGREEMENT

Any individual contract between the Board and individual employee shall be subject to and consistent with terms and conditions of this Agreement.

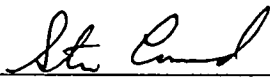
B. SEPARABILITY AND SAVINGS CLAUSE

Should any article, sections or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violated the law. The remaining articles, sections and clauses shall remain in

G. SIGNATURES

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their chief negotiators, and their signatures placed thereon, all on the 24th day of April 2006.

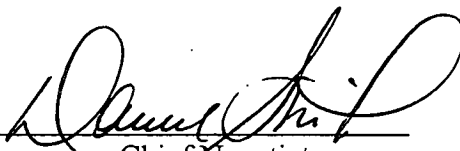
WACO EDUCATION SUPPORT
ASSOCIATION

By 
WESA President

By 
Chief Negotiator

WACO COMMUNITY SCHOOL
DISTRICT

By 
Board President

By 
Chief Negotiator

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